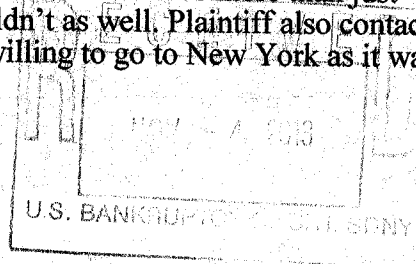


UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	
Court Address:	
Plaintiff(s) Ron Bejarano	
v Defendant: RESIDENTIAL CAPITAL and GMAC Mortgage	▲ COURT USE ONLY ▲
Attorney or Party Without Attorney: Name: Ron Bejarano Address: 7810 W 70 th Dr Arvada, Co 80004 Phone Number: (303) 940-3639 Fax Number : E-mail: Karenbej1@juno.com Atty. Reg. #:	Case Number: 12-12020 (MG) Chapter: 11
MOTION FOR REQUEST TO WITHDRAW CLAIM	

COMES NOW the Plaintiff(s) Ron Bejarano, In support of this Motion to Withdraw Claim # 604 states as follows:

1. Claimant filed a claim against the Defendant for Breach of Contract.
2. A Phone conference was scheduled for Oct 09,2013 at 10:00 A.M. Plaintiff was the last to be heard, and Judge Glenn, decided to take the Matter of the issue of wrongful denial of a loan modification application. Plaintiff never having stated his reason for claim and choose to wait till the Judge Glenn, made a decision on the Modification matter. Thinking that Plaintiff would be able to present his reason for claim in the same matter as before by phone.
2. Plaintiff was prepared at the phone hearing to state his case. Then he received the ordered of an evidentiary hearing and the Respondents to appear in person in New York on Dec 18th 2013.
3. The Plaintiff is unable to attend, due to the financial costs and physical restriction as the Plaintiff is 70 years old. The Plaintiff's wife has a membership in Legal Shield and was informed that they will only represent him under the plan if he is being sued. Legal Shield referred the Plaintiff to Attorney Mr Janaya and he wanted \$10,500 to represent the Plaintiff in the one hearing. Making it IMPOSSIBLE for the Plaintiff. The Plaintiff then went online to see if he could find another attorney and found two attorneys who specialize in per diem service. A Mr.Tino D'Oro who said he couldn't take on the case, as it would involve more than just a one time hearing, and a Mr Onyeobia who couldn't as well. Plaintiff also contacted his Attorney in Arvada, and he said he was not willing to go to New York as it was



a very involved procedure to be appointed to represent the Plaintiff. The Plaintiff has paid to the attorney of this Breach so far a total of \$17,000.00 and still has more fees to come for its present case against Ocwen.

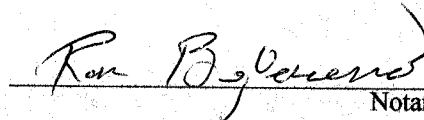
4. Due to the conditions as stated above, the Plaintiff would like to withdraw his Breach of Contract against GMAC number 604.

WHEREFORE, The Plaintiff(s) Ron Bejarano request the court allow the Plaintiff to withdraw his claim #604.

Dated: Nov 1, 2013

Respectfully submitted,

Ron Bejarano
Karen Bejarano
7810 W 70th Dr
Arvada, Co 8004
303-940-3639



Notary Public/Clerk

Certificate of Mailing

I hereby certify that on this Nov 1, 2013, I served the foregoing Motion to Dismiss by depositing a true and exact copy of the same in the United States mail, postage prepaid, and addressed to :

Honorable Martin Glenn
Courtroom 501
One Bowling Green
New York, New York 10004,

Morrison & Foerster LLP
Gary L Lee ESQ
1290 Avenue of the Americas,
New York, New York 10104

Kramer Levin Naftalis & Frankel LLF

Kenneth H Eckstein ESQ
1117 Avenue of the Americas
New York, New York 10036

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